

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re

Case No.: 23-52854-jrs

Wanda Elaine Davis,

Chapter: 7

Debtor.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY
(2019 Chevrolet Silverado 1500 Crew Cab)

AMERICAN CREDIT ACCEPTANCE, LLC (“ACA”), a secured creditor herein, by and through counsel, hereby moves this Court for relief from the automatic stay pursuant to 11 U.S.C. § 362(d) and Rules 4001(a)(1) and 9014 of the Federal Rules of Bankruptcy Procedure (this “Motion”), and as grounds therefore shows as follows:

I. FACTUAL AND PROCEDURAL BACKGROUND

1. On March 27, 2023 (the “Petition Date”), Wanda Elaine Davis (the “Debtor”) filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code (the “Petition Date”).

2. This Court has jurisdiction of the parties and the subject matter pursuant to 28 U.S.C. §§ 157, 1334, and 11 U.S.C. § 1324.

3. ACA is a secured creditor of the Debtor, as evidenced by that certain Retail Installment Contract dated September 10, 2020 (the “Note”). The Note was secured by a 2019 Chevrolet Silverado 1500 Crew Cab bearing Vehicle Identification Number 1GCPWCEK1KZ193251 (the “Vehicle”). A true and correct copy of the Note is attached hereto as Exhibit “A.”

4. ACA has a perfected security interest in the Vehicle, as noted on the face of the Certificate of Title for the Vehicle (the “Certificate of Title”). A true and correct copy of the Certificate of Title is attached hereto as Exhibit “B.”

5. The outstanding balance owed to ACA relative to the Vehicle as of the Petition Date was \$33,959.59, comprised of principal in the amount of \$31,547.88, accrued and unpaid interest in the amount of \$1,760.66, and late fees in the amount of \$651.05. Under the terms of the Note, Debtor agreed to pay Movant \$884.69 each month for 72 months beginning on October 25, 2020.

6. As of the Petition Date, the Note was 77 days past due and in arrears in the amount of \$3,305.12.

7. Accordingly, ACA seeks relief from the automatic stay so that ACA may take possession of and sell the Vehicle and apply the sales proceeds to the balance due from Debtor under the Note.

8. ACA has not received any adequate protection of Movant’s interest in the Vehicle.

9. The NADA Guides value for the Vehicle is \$30,500.00. A copy of the NADA Guides valuation for the Vehicle is attached hereto as Exhibit “C”.

10. Debtor has indicated in her Statement of Intention that Debtor intends to surrender the Vehicle in her Chapter 7 bankruptcy case.

11. ACA will suffer irreparable injury, harm, and damage should it be delayed in foreclosing its security interest in the Vehicle.

II. BASIS FOR RELIEF

12. Cause exists to terminate the automatic stay pursuant to § 362(d)(1) due to the lack of adequate protection of Lender's interest in the Vehicle. Moreover, Debtor has indicated her intent to surrender the Vehicle.

13. Section 362(d) sets forth the standards for determining whether relief from stay is appropriate. Section 362(d) states:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

(1) for cause, including lack of adequate protection of an interest in property of such party in interest; or

(2) with respect to a stay of an act against property under subsection (a) of this section, if—

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization.

11 U. S. C. § 362(d).

14. Pursuant to Section 362(d)(1) of the Bankruptcy Code, the automatic stay may be terminated “for cause, including lack of adequate protection in an interest in property of such party in interest.” 11 U.S.C. § 362(d)(1). “Cause” is not defined in the Code, but is determined on a case-by-case basis. Whether “cause” exists for lifting automatic stay must be determined based upon the totality of the circumstances. In re Andersen 2000, Inc., 2006 Bankr. LEXIS 1133 (Bankr. N.D. Ga. Apr. 24, 2006) (citing In re Robertson, 244 B.R. 880, 882 (Bankr. N.D. Ga. 2000); In re Murray Indus., Inc., 121 B.R. 635, 636-37 (Bankr. M.D. Fla. 1990) (same); IBM v.

Fernstrom Storage and Van Co. (In re Fernstrom Storage and Van Co.), 938 F.2d 731, 735 (7th Cir. 1991) (same).

15. Here, there is cause to lift the automatic stay because Lender's interest in the Vehicle is not being adequately protected. The amount owed under the Note continues to accrue interest, late charges, and other fees and expenses, while Debtor has not made the payments to ACA as required by the Note.

16. In addition, Debtor has no equity in the Vehicle. Debtor is indebted to ACA under the Loan Documents as of the Petition Date in the amount of \$33,959.59. The NADA Guides value of the Vehicle is \$30,500.00. Thus, the lack of equity in the Vehicle is clear.

17. Second, the Vehicle is not necessary to an effective reorganization as a reorganization is not in prospect. Moreover, Debtor has indicated his intention to surrender the Vehicle.

18. ACA requests that any order granting relief from stay be effective and enforceable immediately upon entry and that any stay of orders provided for in Bankruptcy Rules 4001(a)(3) and any other provision of the Bankruptcy Code or Bankruptcy Rules shall not apply.

WHEREFORE, ACA respectfully requests that the Court enter an order granting this Motion and lifting the automatic stay to permit ACA to enforce its security interests in the Vehicle pursuant to applicable non-bankruptcy law to which ACA is entitled post-petition, and for such other and further relief as the Court may deem just and proper.

Dated this 30th day of March, 2023.

[Signatures appear on next page]

PREPARED AND PRESENTED BY:

BURR & FORMAN LLP

/s/ Kelly E. Waits

Kelly E. Waits

Georgia Bar No. 142677

Suite 1100, 171 Seventeenth Street, N.W.

Atlanta, Georgia 30363

Phone: (404) 815-3000

Facsimile: (404) 817-3244

Email: kwait@burr.com

Attorneys for American Credit Acceptance, LLC

EXHIBIT “A”

Note

[See attached pages]

LAW 553-GA-ARB-eps 4/20

1153859

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) Solijah Sanders 4150 Ravenwood Ct Union City, GA, Fulton, 30291	Co-Buyer Name and Address (Including County and Zip Code) Wanda Davis 4150 Ravenwood Ct Union City, GA, 30291	Seller-Creditor (Name and Address) Enterprise Leasing Company of Georgia, LLC 6800 Jonesboro Rd Morrow, GA, 30260
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2019	Chevrolet Silverado 1500	1GCPWCEK1KZ193251	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
24.99 %	\$ 31,165.61	\$ 32,532.07	\$ 63,697.68	\$ 4,000.00 is \$ 67,697.68

Returned Check Charge: You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check you give us is dishonored and we make written demand that you do so.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ \$ 884.69	Monthly beginning 10/25/2020
N/A	\$ N/A	N/A

N/A

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5 % of the part of the payment that is late, whichever is less.

Prepayment: If you pay early, you will not have to pay a penalty.

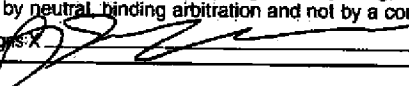

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs:  Co-Buyer Signs: 

Buyer Signs X

Co-Buyer Signs X

ORIGINAL

1. Cash Price (including taxes of \$ _____)	2,191.07	\$ _____	35,190.07	(1)
2. Total Downpayment =				
Trade-in <u>N/A</u>				
(Year) _____ (Make) _____ (Model) _____				
Gross Trade-In Allowance		\$ _____	N/A	
Less Pay Off Made By Seller to <u>N/A</u>		\$ _____	N/A	
Equals Net Trade In		\$ _____	0.00	
+ Cash		\$ _____	4,000.00	
+ Other _____ <u>N/A</u>		\$ _____	N/A	
+ Other _____ <u>N/A</u>		\$ _____	N/A	
+ Other _____ <u>N/A</u>		\$ _____	N/A	
(If total downpayment is negative, enter "0" and see 4f below)		\$ _____	4,000.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ _____	31,190.07	(3)
4. Other Charges Including Amounts Paid to Others on Your Behalf				
(Seller may keep part of these amounts):				
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.				
Life _____	\$ _____	N/A		
Disability _____	\$ _____	N/A		
B Vendor's Single Interest Insurance Paid to Insurance Company		\$ _____	N/A	
C Other Optional Insurance Paid to Insurance Company or Companies		\$ _____	N/A	
D Optional Gap Contract		\$ _____	750.00	
E Official Fees Paid to Government Agencies				
to _____ <u>N/A</u> for _____ <u>N/A</u>		\$ _____	N/A	
to _____ <u>N/A</u> for _____ <u>N/A</u>		\$ _____	N/A	
to _____ <u>N/A</u> for _____ <u>N/A</u>		\$ _____	N/A	
F Government Taxes Not Included in Cash Price				
		\$ _____	N/A	
G Government License and/or Registration Fees				
		\$ _____	N/A	
H Government Certificate of Title Fees				
		\$ _____	43.00	
I Other Charges (Seller must identify who is paid and describe purpose.)				
to <u>N/A</u> for Prior Credit or Lease Balance		\$ _____	N/A	
to <u>USP Corp</u> for Tire & Wheel		\$ _____	350.00	
to <u>Enterprise Leasing Co GA</u> for Processing Fee		\$ _____	199.00	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
to <u>N/A</u> for <u>N/A</u>		\$ _____	N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf		\$ _____	1,342.00	(4)
5. Amount Financed (3 + 4)		\$ _____	32,532.07	(5)

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Buyer Signs X 

Co-Buyer Signs X

ORIGINAL

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.**
You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of Georgia apply to this contract.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association (www.adr.org) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs [Signature] Co-Buyer Signs [Signature]
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs [Signature] Date 09/10/2020 Co-Buyer Signs [Signature] Date 09/10/2020
Buyer Printed Name Solijah Sanders Co-Buyer Printed Name Wanda Davis

If the "business" use box is checked in "Primary Use for Which Purchased"; Print Name _____ Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/A
Seller signs _____ Date 09/10/2020 By [Signature] Title MANAGER

Seller assigns its interest in this contract to American Credit Acceptance, LLC (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller _____
By X Enterprise Leasing Company of Georgia, LLC Title MANAGER

EXHIBIT “B”

Title

[See attached page]



Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827
www.dealertrack.com

American Credit Acceptance LLC

Lien and Title Information

Account Information

Account Number	5084	Financed Date	9/10/2020
Loan Number		Perfected Date	10/22/2020
Branch	1000	Payoff Date	
Borrower 1	SOLIJAH YVETTE SANDERS	Dealer ID	28577
Borrower 2	WANDA ELAINE DAVIS	Dealer	Enterprise Car Sales Morrow
Borrower Address	4150 RAVENWOOD CT UNION CITY, GA 30291	Dealer Address	6800 Jonesboro Rd Morrow, GA 30260-2901

Lienholder

ELT Lien ID	001103687581
Lienholder	AMERICAN CREDIT ACCEPTANCE LLC
Lienholder Address	
Lien Release Date	

Vehicle and Titling Information

VIN	1GCPWCEK1KZ193251	Issuance Date	10/22/2020
Title Number	770052266050965	Received Date	10/22/2020
Title State	GA	ELT/Paper	ELECTRONIC
Year	2019	Odometer Reading	
Make	CHEV	Branding	
Model			
Owner 1	SOLIJAH YVETTE SANDERS		
Owner 2	WANDA ELAINE DAVIS		
Owner Address	4150 RAVENWOOD CT UNION CITY, GA 302911092		

Printed: Wednesday, March 29, 2023 6:41:11 AM PST

EXHIBIT “C”

NADA Guides Valuation

[See attached page]

Vehicle Information

Vehicle: 2019 Chevrolet Silverado 1500 Crew Cab
 LT 2.7L I4 Turbo
Region: Southeastern
Period: March 27, 2023
VIN: 1GCPWCEK1KZ193251
Mileage: 90,300
Base MSRP: \$39,300
Typically Equipped MSRP: \$43,935
Weight: 0

**J.D. POWER Used Cars/Trucks Values**

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	\$33,500	-\$2,775	-\$225	\$30,500

Selected Options

	Trade-In/Loan	Retail
W/out Automatic Climate Control [VIN Precision+]	-\$100	-\$125
2.7L I4 Turbo Engine	w/body	w/body
Aluminum/Alloy Wheels	w/body	w/body
Bed Liner [VIN Precision+]	\$50	\$50
Heated Exterior Mirrors	w/body	w/body
Power Adjustable Mirrors	w/body	w/body
Power Door Locks	w/body	w/body
Power Windows	w/body	w/body
W/out Power Driver's Seat [VIN Precision+]	-\$200	-\$225
W/out Remote Engine Starter [VIN Precision+]	-\$125	-\$150
Towing/Camper Pkg [VIN Precision+]	\$350	\$400
W/out Locking/Limited Slip Differential [VIN Precision+]	-\$150	-\$175

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	CASE NO. 23-52854-jrs
)	
WANDA ELAINE DAVIS,)	CHAPTER 7
)	
Debtor.)	JUDGE SACCA
)	
<hr style="border: 0.5px solid black;"/>		
AMERICAN CREDIT ACCEPTANCE, LLC,)	
)	
Movant,)	
)	
v.)	CONTESTED MATTER
)	
WANDA ELAINE DAVIS,)	
)	
Respondent.)	
)	
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NOTICE OF HEARING

PLEASE TAKE NOTICE that AMERICAN CREDIT ACCEPTANCE, LLC (“ACA”) has filed a Motion for Relief from the Automatic Stay, and related papers with the Court seeking an order lifting the stay to permit ACA to enforce its security interests in a 2019 Chevrolet Silverado 1500 Crew Cab vehicle.

PLEASE TAKE FURTHER NOTICE that the Court will hold an initial telephonic hearing for announcements on the Motion for Relief from Stay at the following toll-free number: **(833) 568-8864**; Meeting ID **161 418 0533** at **9:00 a.m.** on **April 27, 2023** in Courtroom 1404, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303.

Matters that need to be heard further by the Court may be heard by telephone, by video conference, or in person, either on the date set forth above or on some other day, all as determined by the Court in connection with this initial telephonic hearing. Please review the "Hearing Information" tab on the judge's webpage, which can be found under the "Dial-in and Virtual Bankruptcy Hearing Information" link at the top of the webpage for this Court, www.ganb.uscourts.gov for more information.

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address below.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

Dated: March 30, 2023.

BURR & FORMAN LLP

/s/ Kelly E. Waits
Kelly E. Waits
Georgia Bar No. 142677
Suite 1100, 171 17th Street NW
Atlanta, Georgia 30363
Phone: (404) 815-3000
Facsimile: (404) 817-3244
Email: kwait@burr.com

Attorneys for American Credit Acceptance, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of March, 2023, I electronically filed the foregoing *Motion for Relief From the Automatic Stay* and *Notice of Hearing* with the Clerk of Court using the CM/ECF system which will automatically send an e-mail notification of such filing to the party or attorneys of record, or by directing same through first-class, United States mail, postage prepaid should the recipient not participate in the CM/ECF system, addressed as follows:

Wanda Elaine Davis
4150 Ravenwood Court
Union City, GA 30291

E. L. Clark
Clark & Washington, LLC
Bldg. 3
3300 Northeast Expwy.
Atlanta, GA 30341

S. Gregory Hays
Hays Financial Consulting, LLC
Suite 555
2964 Peachtree Road
Atlanta, GA 30305

Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

/s/ Kelly E. Waits
Kelly E. Waits
Georgia Bar No. 142677

BURR & FORMAN LLP
Suite 1100, 171 Seventeenth Street, N.W.
Atlanta, Georgia 30363
Phone: (404) 815-3000
Facsimile: (404) 817-3244